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12 Attorneys for Petitioner HOGAN LOVELLS US LLP

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA

15 SAN FRANCISCO DIVISION

16 HOGAN LOVELLS, US LLP,

17 Case No.

18 Petitioner,

19 **DECLARATION OF KHARI J. TILLERY  
20 IN SUPPORT OF HOGAN LOVELLS US  
21 LLP'S PETITION TO COMPEL  
22 ARBITRATION PURSUANT TO 9 U.S.C. §  
23 4**

24 v.

25 CONVERSANT INTELLECTUAL  
26 PROPERTY MANAGEMENT INC.,  
27 Respondent.  
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Date Filed:

Trial Date:

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29 DECLARATION OF KHARI J. TILLERY IN SUPPORT OF HOGAN LOVELLS US LLP'S  
30 PETITION TO COMPEL ARBITRATION PURSUANT TO 9 U.S.C. § 4  
31 Case No.

1 I, KHARI J. TILLERY, declare and state:

2       1. I am an attorney licensed to practice law in the State of California and am  
 3 employed by the law firm of Keker & Van Nest LLP, located at 633 Battery Street, San  
 4 Francisco, California 94111, counsel for Petitioner Hogan Lovells US LLP (“Hogan Lovells”) in  
 5 the above-captioned action. Except as where expressly stated, I have personal knowledge of the  
 6 facts set forth in this declaration and, if called upon, could and would testify competently thereto.

7       2. On March 20, 2014, my colleague Elliot Peters was contacted by newly-retained  
 8 counsel for Conversant Intellectual Property Management Inc. (“Conversant”), William T. Reid  
 9 III of Texas-based law firm of Reid, Collins, & Tsai LLP. Mr. Reid stated that Conversant was  
 10 planning to assert a professional negligence claim against Hogan Lovells arising out the firm’s  
 11 representation of Conversant in the ITC Investigation and Delaware Action. Mr. Reid also  
 12 outlined tens-of-millions of dollars in purported damages attributable to Hogan Lovells and fees  
 13 that it intended to claw back. Over the course of multiple subsequent discussions in which I  
 14 participated, Mr. Reid made clear that Conversant intends to file a complaint against Hogan  
 15 Lovells in court, unless a resolution can be reached, despite his awareness of the arbitration  
 16 provision in the signed retainer agreement (“Retainer Agreement”) between Hogan Lovells and  
 17 Conversant, formerly known as MOSAID Technologies Inc.

18       3. In compliance with the Retainer Agreement, Hogan Lovells has simultaneously  
 19 filed and served a Demand for Arbitration with the American Arbitration, seeking, among other  
 20 things, a finding that Conversant’s threatened professional negligence claim is barred by the  
 21 applicable statute of limitations.

22       4. Attached hereto as **Exhibit A** is a true and correct copy of the Retainer Agreement  
 23 between MOSAID Technologies Incorporated and Hogan Lovells US LLP, executed on or about  
 24 March 9, 2011.

25       5. Attached hereto as **Exhibit B** is a true and correct copy of relevant pages from  
 26 Conversant’s website.

27       6. Attached hereto as **Exhibit C** is a true and correct copy of Cisco’s Redacted  
 28 Complaint for Declaratory Judgment in Delaware Action, Dkt. No. 6, dated August 16, 2010.

7. Attached hereto as **Exhibit D** is a true and correct copy of Notice of Withdrawal and Substitution of Counsel, Dkt. No. 51, dated July 27, 2012.

8. Attached hereto as **Exhibit E** is a true and correct copy of Cisco's Redacted Second Supplemental and Amended Complaint, Dkt. 104, dated July 5, 2013.

9. Attached hereto as **Exhibit F** is a true and correct copy of Agreed Motion to Dismiss with Prejudice, Dkt. No. 239, dated April 15, 2014.

10. Attached hereto as **Exhibit G** is a true and correct copy of Order of Dismissal with Prejudice, Dkt. 242, dated April 17, 2014.

11. Attached hereto as **Exhibit H** is a true and correct copy of partial list of federal cases in which Conversant, formerly MOSAID Technologies Inc., was a party since 2001. This list was obtained through a search of a Westlaw database containing information regarding federal court dockets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 13, 2014 in San Francisco, California.

/s/ Khari J. Tillery  
KHARI J. TILLERY